



Leasing Summary

Prepared for:

Property Address:

Lease Start Date:

Monthly Rent Amount:

(Due at least 7 days prior to lease start date)(Due at least 14 days prior to Move In date)

Security Deposit:

(Due within 24 hours of approved application)(Due on Lease signing)

UTILITY COMPANY INFORMATION

Utility	Tenant/Owner Responsible	Company	Contact Information
Electric			
Water			
Sewer			
Garbage			
Natural Gas			
Heat Source - «LEASE_HEAT_SOURCE»			
Landscaping			
Cable TV			
Pool Service			
Storage Space			
Parking Space			

***Tenant billing will be due and payable the first of each month via the Tenant Portal**

Electric payment:	Garbage payment:
Water payment:	Natural gas:
Sewer payment:	Landscaping:

If Resident shall pay Owner/ Agent for utilities provided above pursuant to the utility billback addendum or Owner/Agent's Form. The party designated as the "customer of record" that is required to provide any utility herein shall also timely pay the provider of that utility except that Resident may be required to pay/reimburse Owner/Agent pursuant to the terms of any Utility Bill-Back Addendum. Owner/Agent may require Resident to pay/reimburse Owner/Agent for said charges for a utility of service provided indirectly, to the Resident's dwelling unit or to a common area available to the Resident as part of the tenancy. The manner in which the charge is allocated among the Resident is subject to Owner/Agent's sole discretion and is subject to change without notice provided that the annual amount charged to all Residents may not exceed the annual amount Owner/Agent pays for said Utility Bill-Back Addendum, Owner/Agent shall provide an explanation of the manner in which charges are allocated amount Residents in the bill each month.

Tenants will be responsible for a 10% service fee for utility flat billing. This formula is based on number of bedrooms.

The following pet(s) will reside on the Premises: Quantity - ; Type -

Pet Rent per month (if applicable):

The following Service / Emotional Support Animal(s) will reside on the Premises: Quantity -; Type -

Landscaping Service Day:

Garbage Pick Up Day:

Parking Space #:

LEASE (OREGON – SINGLE FAMILY DWELLING)

Initials

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Storage Space #:

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Mailbox #:
Mailbox Location:
Garage Keypad Code:
Gate Code:
Link to HOA/COA Application
Additional Property Specific Information:

Keys may be picked up at our office on «LEASE_LEASE_START» between the hours of 8:30am – 5:30pm.
Our office is located at 18676 Willamette Drive, Suite 100, West Linn, Oregon 97068.

We are unable to release keys without the following:

- proof of renter’s insurance (\$100,000 personal liability and \$50,000 property damage),
- full first month’s rent paid in full (second month will be pro-rated when applicable),
- security deposit paid in full,
- account numbers for all tenant responsible utilities.

SAMPLE

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**LEASE
(Oregon – Single Family Dwelling)**

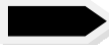
DATE:

BETWEEN: PropM, Inc, "Manager"

AND "Tenant"

Identification of Manager. PropM, Inc (the "Manager") acts pursuant to express written authority granted to Manager by Owner and is authorized to act for and on behalf of Owner for all purposes relating to this Lease. The address of Manager is **18676 Willamette Drive Suite 100, West Linn, Oregon 97068**. Manager may designate a new Manager by written notice to Tenant.

Deposit to Hold. The parties agree that this deposit to hold is paid for the purpose of securing the execution of a rental agreement after Manager has approved the applicant(s) for occupancy and prior to entering into a rental agreement and beginning the tenancy. If a rental agreement is executed pursuant to this agreement, landlord shall apply the deposit(s) to hold toward the moneys due under the rental agreement or refund the deposit immediately. IF a rental agreement is not executed due to failure by Manager to comply with this agreement to execute, Manager shall refund the deposit to the approved applicant(s) at the Managers customary place of business or mailing by first class mail to the address listed as the approved applicant(s) first listed current address on the application. If approved applicant(s) change their mind and decide not to move in or back out of the agreement for any reason, applicant(s) will forfeit the entire deposit(s).

 I/We, Tenant, have read and understand the above policy regarding Deposit to Hold.

Tenant Signature(s):

Lease. Manager leases to Tenant and Tenant leases from Manager the located at (the "Premises"), on the terms and conditions set forth in this Lease.

The Premises is

Occupancy. The term of this Lease shall commence on 12:00 AM (the "Commencement Date") Tenant's right to possession of the Premises shall commence on the Commencement Date. Tenant acknowledges understanding that the premises has been previously occupied. Tenant acknowledges and agrees that he or she accepts the Premises as is and will report any defects within 3 days of move in date.

The initial occupants are:

LEASE (OREGON – SINGLE FAMILY DWELLING)

Initials

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All minors are also listed as follows:

Additional occupants are strictly prohibited except with the prior written consent of Manager. Any person staying at the Premises for a period of fourteen (14) consecutive days or a total of twenty (20) days in any 12-month period shall be considered an additional occupant. For purposes of this section, "staying at the Premises" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in babysitters, visiting relatives, etc. Prior written consent of Manager is necessary in order to change occupants. Upon Manager's request, Tenant shall provide Manager with a list of individuals occupying or staying at the Premises.

Renewal.

The month-to-month tenancy may be terminated by Tenant giving written notice not less than 30 days prior to the end of any monthly payment periods or Landlord giving written notice not less than 30 days prior to the end of any monthly payment period. Notice from Tenant to Landlord must be made by certified mail. All other conditions of this lease shall remain in effect. Regardless if Tenant is on fixed term lease or month to month, failure to give 30 days' notice by Tenant prior to the end of the lease will result in additional liability of Tenant for the following full monthly rental period.

Initials

Four vertical lines for initials.

Early Termination of Fixed Term Tenancy: Upon any failure of Resident to occupy the Premises for the full term of a fixed term tenancy, for any other reason than as provided in ORS 90.453 (2), 90.472 or 90.475, Owner/Agent will charge all of the following. 1) all rent, unpaid fees, and other non-rent charges, accrued prior to the date that the Owner/Agent now or reasonably should have of the abandonment or relinquishment of the Premises. This includes repayment of any concessions. The early termination fee of 1.5X the stated monthly rent is due on the earlier of the date Resident(s) gives notice to vacate or the date the unit is vacated. All amounts due prior to date the unit is vacated. Tenant is required to provide a 30 day notice to vacate in writing.

Termination of Month-to-Month Tenancy: A 30 day written notice to terminate will be required for Tenants to terminate a month-to-month tenancy. Any termination notice from Tenant may not be revoked without Owner/Agent's written consent.

ADDITIONAL SPECIAL TERMS

Rent, Utilities, and Other Charges.

Base Rent. Tenant shall pay to Manager as base monthly rent the sum of \$ per month. Rent payments shall be made payable to Manager. Only one payment per unit will be accepted. Rent shall be due and payable on the first (1st) day of each month in advance without offset or deduction at Manager's address or specified in paragraph 1 or at such other place as may be designated by Manager. Rent for the first and last month of the Lease term shall be prorated on a daily basis if the Lease commences on a day other than the first day of the month or expires on a day other than the last day of the month. Tenant shall pay the first (1st) month's rent and a security deposit in the amount set forth in Security Deposit section below upon execution of this Lease. Manager shall have no duty to segregate advance rents, security deposits or other sums received from Tenant during the term of this Lease but shall account to Tenant for any unearned advance rent, security deposit or other amounts on the expiration or earlier termination of this Lease in the manner and within the time required by applicable law. Rent is considered paid when actually received by Manager or when an electronic payment is actually deposited in Manager's designated account for rent payments.

Note: All Move-Ins will be required to pay a full first month's rent, regardless of Move-In Date. The pro-rated amount will be due on the 1st of the month following the Move-In.

Payment Options. Tenant will be provided a Tenant Portal for convenient online rent payment.

1. Payment using the **E-Check** option is provided **at no charge**.
2. Payment using **credit and debit card** will incur a **processing fee** based on the total amount.
3. We can also provide you with a bar code to **make your payments at your local 7-Eleven** store. Please contact our office for more information on this option.
4. Payment by **cash, check, cashier's check or money order**, either in person or by mail.

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Four vertical lines for initials.



In the case rent made by check and is delivered by mail, only one check per unit will be accepted and rent must be received by Landlord or its designated manager on or before the due date.

Late Charges and Other Costs. The parties agree that if rent is not received by 11:59pm on the fourth (4th) day of the month, Tenant shall pay a late charge of five percent (5%) of the stated rent every five days or part thereof, throughout the rental period. Any dishonored check/payment shall be treated as unpaid rent subject to the same late charge, plus \$35 as an additional handling fee.

If Tenant gives Manager two (2) checks/payments that are dishonored by Tenant’s bank or financial institution during the term of this Lease, then all future rent shall be payable by cashier's check, money order or cash. This policy will be applicable throughout the balance of the Lease term including any renewal or extension thereof. Nothing contained in this paragraph shall constitute a waiver of any other rights or remedies granted to Manager by this Lease or by statute.

All Tenant payments are reported to Experian Credit Bureau. While on-time payments can help boost your overall credit score and help lower future financing costs, late payments can affect your overall credit score and your ability to qualify for future purchases.

We offer several options to avoid late payments:

1. E-check payment online through the tenant portal
2. Credit/Debit payment online through the tenant portal
3. Bar Code pay slip to allow you pay at your local 7-Eleven retailer store cashier.

For more information on the reporting please visit <http://www.propmhomes.com/pdf/RentBureau%20-%20Resident%20Brochure.pdf>.

Tenant Portals are the sole responsibility of the tenant. PropM, Inc. has no access or ability to make changes to any account information including routing numbers and account numbers. Any error in data entry is the responsibility of the Tenant. Any late fees or NSF charges will not be waived for data entry errors.

Security Deposit. Tenant shall deposit the sum of \$ with Manager upon Tenant’s execution of this Lease as a security deposit to be applied to remedy any breach or default by Tenant in performance of Tenant’s obligations under this Lease, and to repair damages to the Premises caused by Tenant, not including ordinary wear and tear. The security deposit may be deposited into an interest-bearing account with interest accruing to the benefit of Manager. No interest will be paid to Tenant on the security deposit. If Manager applies the security deposit as allowed herein, but the tenancy is not terminated, Tenant shall immediately replace all or such portion of the security deposit that had been applied by Manager. Within thirty-one (31) days after expiration of this Lease and delivery of possession of the Premises to Manager, Manager shall either refund the security deposit to all Tenants listed on lease or shall give Tenant a written accounting stating the basis of Manager’s claim to the security deposit or any portion thereof. Sending the accounting and/or refunding any deposit does not waive Manager’s right to payment for charges discovered or finalized after the accounting was sent. If costs of repairing damages exceed the amount of the security deposit, Tenant shall be responsible for all such excess costs. Professional cleaning and professional truck mounted carpet cleaning are required at move out. Tenant may choose to hire a licensed cleaning company of their choice and provide a receipt to PropM, Inc. at the time of surrender of possession of the property. If the receipt for cleaning and carpet cleaning are not received prior to or at the time of key return, PropM, Inc. will not reimburse tenants for any reason and the costs will be deducted from the security deposit. Any security deposit received from multiple tenants shall be refunded only when the last tenant vacates the Premises and terminates his/her tenancy, unless other arrangements are made with Manager in writing.

Utilities. **It is our policy to require all incoming residents to personally contact the utility company(ies) to advise them of start-up service. The utility company(ies) will also be notified to remove the property name from the temporary service as of the date of planned move-in. If you fail to contact them, you will have an interruption of service. You will be held responsible for the bill from the date you move in. When you contact the utility company and make service arrangements, please obtain your new account number and list it below. Without exception, this document will be required before keys can be issued.** Tenant shall contract and directly pay for all utilities provided to the Premises, including, without limitation, electricity, cable, telephone and internet services, garbage collection, except within the City of Portland, sewer, water and gas (including utility deposits). Tenant agrees that, should any bill for utilities and/or services governed by this Lease become delinquent, Manager has the right to apply Tenant’s security deposit to the delinquent utilities or service bill.

For all utilities for which Tenant is responsible for contracting directly with the utility provider, Tenant shall be responsible for notifying the appropriate utility company on or before the move-in for the purpose of placing such utilities in Tenant's name. Tenant's failure to notify the appropriate utility company within three (3) days prior to move-in may result in Manager assessing pro rata utility charges for the period from move-in until such time as utilities are placed in the Tenant's name. All utilities are to remain on during tenancy. Utilities are never to be shut off, only transferred. The heat for the property must remain at least 60 degrees Fahrenheit to help prevent pipes from freezing and any other damage to the home. All utilities must be transferred into “Manager” or property owner’s name post tenancy.

I/We, Tenant, have read and understand the above policy regarding utility service.

Tenant Signature(s):

LEASE (OREGON – SINGLE FAMILY DWELLING)

Initials

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Renter's Insurance. Manager's and Landlord's insurance will not cover Tenant's personal property anywhere on or about the Premises (including vehicles), for reasons including, but not limited to, theft, fire, water damage, acts of nature, etc. To the fullest extent permitted by applicable law, Manager shall not be liable for damage to Tenant's property arising from any reason or cause whatsoever, including, but not limited to, negligence or criminal acts of third parties; fire, storm, flood, rain or wind damage; or from damage caused by bursting or leaking pipes. Tenants are advised to obtain a renter's insurance policy protecting their household goods and personal property.

Required Insurance.

- Manager or Landlord does not maintain insurance to cover personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants.
- Tenant(s) is required to obtain Rental Liability insurance in the amount of \$100,000 personal liability and \$50,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy.
- Tenant(s) is responsible to obtain insurance before taking occupancy.

You must provide us with proof of insurance prior to obtaining keys to the Property. If proof is not provided that you are covered with Rental Liability insurance in the amount of \$100,000 Personal liability and \$50,000 property damage, you will be enrolled our Liability to Landlord Insurance Program (see *Addendum: Required Insurance*, for details) and charged **\$9.50 + \$3.00** admin fee each month until you provide us with proof of coverage. The insurance policy is paid monthly, in advance. Proof must be provided by the 15th of the month in order to cancel for the following month.

Use of the Premises.

Permitted Use. The Premises shall be used as a dwelling for the person or persons listed as occupants in Section 3, and for no other purpose.

Rules and Regulations. Tenant shall not permit any acts to be done on the Premises in violation of any law or ordinance. In addition, Tenant shall comply with the rules and regulations attached hereto as *Addendum: Rules and Regulations*, and all of Manager's rules and regulations with respect to the Premises, as the same may be amended or supplemented from time to time. Tenant shall comply with all rules, regulations, bylaws and deed restrictions as imposed by local Home Owners Association or Neighborhood/Community Association when applicable. Tenant shall be liable for damages resulting from Tenant's failure to comply with the rules and regulations. Tenant acknowledges receipt of the current rules and regulations.

Alterations and Improvements. Tenant shall not make any penetrations of, or attachments to, the roof or exterior of the dwelling, including, but not limited to, any window, window frame, window sill, eaves, porch or patio ceilings, exterior door, exterior door frame, or balcony railing. Alterations can include satellite dishes, antennas of any kind, awnings, plant hangers, etc. Tenant shall not make or permit any alterations or improvements to the Premises without the prior written consent of Manager, which consent may be withheld in Manager's sole discretion. Should Tenant be permitted and elect to make alterations or improvements to the Premises: (a) all such alterations and improvements shall be made at Tenant's sole cost and expense; (b) under no circumstances shall Tenant be entitled to any discounts, credits or reimbursements for such costs from Manager; (c) all such alterations and improvements shall become a portion of the Premises and the property of Manager and may not be removed from the Premises unless Manager's written consent expressly permits or requires such removal; and (d) if demanded by

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Manager, Tenant shall remove any alterations or improvements at the expiration or earlier termination of the Lease term and repair any damage caused thereby.

Indemnification. Tenant agrees to reimburse Landlord upon demand in the amount of the loss, property damage, or cost of repairs of service (including plumbing trouble) caused by the negligence or improper use by Tenant, his agents, family or guests. The undersigned agree to the terms and facts of this mutual Agreement and are completely confidential and will not disclose any information concerning this Agreement to any third party without written permission by the Company. The undersigned shall not make any disparaging remarks of any sort or otherwise communicate any disparaging comments about the Company, entities or persons to any third party at any time following the execution of this Agreement. Company agrees that it shall not make any disparaging remarks about the undersigned to any third party at any time. Any violation will be prosecuted to the full extent of the law. Tenant at all times, will indemnify and hold harmless Landlord for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of Tenant, his agents, family or guests, or arising from Tenant’s failure to comply with any applicable laws, statutes, ordinances or regulations.

Restrictions on Use. The Premises shall be used for residential purposes only. In connection with the use of the Premises, Tenant shall refrain from any use which would be offensive to Manager, or other tenants, or users of adjoining premises, or which would tend to create a nuisance, or which is outrageous in the extreme as defined in ORS 90.396(1)(f).

Animals/Pets. No animals shall be permitted in or about the Premises without: (a) the express written consent of the Manager, which may be withheld in Manager’s sole discretion; and (b) execution by the parties of the Animal/Pet Agreement attached hereto as *Addendum: Animal/Pet Agreement*; or (c) the animal is an assistance animal with documentation from a licensed doctor or therapist that the animal is prescribed for the treatment of the tenant’s or occupant’s specific disability. Visiting animals/pets are not allowed for short visits or overnight visits.

Absence. Tenant shall notify Manager in writing of any anticipated absence from the Premises in excess of seven (7) days no later than the first (1st) day of the absence. Absence for more than 7 days requires complete interior water shut off to prevent possible damage.

Smoking. Smoking is NOT allowed in or about the Premises unless the parties expressly agree otherwise in the attached *Smoking Addendum*. This includes smoking of any substance, legal or illegal.

Hazardous Materials. Tenant shall not use, store or dispose of any hazardous, toxic or radioactive materials (including, but not limited to, those materials identified as such under state or federal law) in, on or about the Premises, other than ordinary household products used in compliance with laws. Tenant shall be solely responsible and shall defend, indemnify and hold Manager harmless from and against any claims, costs and liabilities, including attorney fees and costs, arising out of or in connection with any storage, use and/or disposal of such materials. Tenant’s obligations under this section shall survive the expiration and/or termination of this Lease.

Repairs and Maintenance. Tenant shall maintain the Premises in as good a condition as exists at the commencement of this Lease, ordinary wear and tear excepted, and shall keep all areas of the Premises, both inside and outside, clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage. Tenant shall be responsible for any damage to the Premises beyond ordinary wear and tear or caused by the negligence or willful act of Tenant or Tenant’s agents, contractors, visitors and guests. Ripped and stained carpet, holes in the wall, dented appliances, broken latches or hinges are examples of damage that would be above normal wear and tear. Tenant is requested to use any of the numerous products to affix items to the walls other than nails, wall anchors, screws and the like to avoid holes. Manager shall have the right to repair such damage and Tenant shall reimburse Manager within five (5) days after demand therefor. Tenant agrees to notify Manager promptly of all required repairs in writing via their tenant portal and consents to the entry of Manager’s licensed, bonded and insured vendor on or about the Premises to make repairs. (See *Addendum: Rules and Regulations for Work Order Procedure*). Tenant shall test at least once every six (6) months and replace batteries as needed in any smoke alarm or smoke detector provided by Manager and shall notify Manager in writing of any operating deficiencies as described in ORS 479.275. Tenant shall replace any lost or damaged garage door openers provided to Tenant. Tenant shall replace missing or burned out light bulbs, filters for HVAC, fridge and other items used/consumed by Tenant. Tenant shall take reasonable steps to prevent the freezing of any pipes or well lines during cold weather periods. Tenant is responsible for maintaining the landscaping to city and HOA code unless the Premises include either private or HOA landscaping services. Tenant is required to adequately keep yard and shrubs in green healthy condition. Failure to water adequately to keep plants and shrubs alive will be Tenant financial responsibility. Summertime watering is required. If the home has a pool, Tenant is required to maintain proper water level at all times. Upon vacating the Premises, Tenant must leave the Premises clean and follow Manager’s “Tenant Cleaning Checklist for Vacating Property.”

Homeowners Association Violations: There will be a \$50 fine, charged to tenant, per HOA violation not resolved within HOA’s allotted time frame.

Manager’s Right of Access; Regular Inspection. Manager shall have the right to enter the Premises in accordance with and in compliance with the requirements of ORS 90.322. Damage may be documented with photographs and/or video if necessary.

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Liability to Third Persons. Except with respect to work done on or materials furnished to the Premises for which Manager is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any and all liens.

Tenant Losses. Manager shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other utilities or services to the Premises arising out of any accident, act of God, natural disaster, or other occurrence beyond the control of Manager. Tenant shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act.

Locks. The doors of the Premises should be kept locked. Should any lock fail to operate, Tenant will immediately notify Manager in writing. Manager shall not be liable or responsible in any way for loss or damage to articles or property belonging to Tenant. Tenant shall not change the locks without Manager’s prior written consent. If consent is given, Tenant shall immediately provide Manager with a key to any new locks installed.

No Assignment or Sublease. Tenant’s rights under this Lease may not be assigned or subleased without the prior written consent of Manager, which may be withheld in Manager’s sole discretion. No consent in one instance shall constitute consent to a subsequent assignment or sublease.

Miscellaneous.

Nonwaiver. Waiver by either party of strict performance of any provision of this Lease, including acceptance by Manager of late payment of rent, shall not be a waiver of or prejudice the party’s right to require strict performance of the same provision in the future or of any other provisions.

Right of Entry. Landlord, upon 24-hour notice by telephone, hand-delivery or posting to Tenant, has the right for entry to the premises for showing, repairs, appraisals, inspections, or any other reason. Landlord has immediate right of entry in cases of emergency, or to protect or preserve the premise. Landlord is authorized to perform or assign an inspection of the Premises every 6 months and provide to Owner with a report detailing the status of the premises, outlining any damage or necessary repairs, and any violations of the Lease, including animal/pet and smoking restrictions. Damage may be documented with photographs and/or video if necessary. Tenant shall not alter or add locks without prior written consent. If consent is given, Tenant must provide Landlord with four (4) keys to all locks. Landlord may place “For Sale” or “For Rent” signs on the premises at any time.

For the protection of Resident(s) and Landlord, all PropM, Inc. Staff entering your home will be wearing body cameras.

Attorney’s Fees. If this Lease is placed in the hands of an attorney because of a breach in the payment or performance of any of its terms, the breaching party shall pay, immediately on demand, the other party’s actual costs and expenses together with reasonable attorney fees, even though no suit or action is filed. If either party breaches any term of this Lease, then the other party shall be entitled to recover all expenses of whatever form or nature, costs, and attorney fees incurred as a result of such breach, including, but not limited to, any such costs, expenses and attorney fees incurred in any action, lawsuit or arbitration to enforce the terms of this Lease and any appeal therefrom.

Notices. All notices required under this Lease and Oregon law to be in writing shall be served personally, by first class mail, or by first class mail and attachment or as otherwise required under Oregon law. If served by first class mail and attachment, a notice from the Manager to the Tenant shall be deemed served on the day and at the time it is both mailed by first class mail to the Tenant at the Premises and attached in a secure manner to the main entrance of that portion of the Premises of which the Tenant has possession. If served by first class mail and attachment, a notice from the Tenant to the Manager shall be deemed served on the day it is both mailed by first class mail to the Manager at the address set forth in Section 2 of this Lease and attached in a secure manner to the main entrance of the Manager’s address identified on the first page of this Lease. Both parties agree email notifications are accepted:

If notice to Landlord: info@PropMHomes.com

If notice to tenant:

Tenant’s Acknowledgements. Tenant acknowledges that Tenant has read and received a copy of this Lease. Tenant further acknowledges that Tenant has or has had the opportunity to review this Lease with Tenant’s legal counsel prior to signing said Lease.

Prior Agreements. This Lease is the entire, final and complete agreement of the parties pertaining to the Premises and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Lease or the Premises are concerned. Any change must be in writing.

Compliance with Residential Landlord Tenant Act. This Lease is intended to comply with the provisions of the Oregon Residential Landlord Tenant Act - ORS 90.100-90.840 (the “Act”), in effect on the date first written above. If a court determines that any provision in the Lease

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conflicts with the Act, the provisions of the Act shall control. This Lease shall be deemed amended to comply with any statutory changes in the Act if such changes apply retroactively to existing leases, but not otherwise.

Time of the Essence. Time is of the essence for each and every obligation and right under this Lease.

Assignment by Manager. Manager may assign this Lease at any time without consent of Tenant. In the event of an assignment of the Lease by Manager, Manager’s assignee shall assume the obligations of Manager hereunder and Manager shall be discharged from any further obligation or liability under this Lease. In the event that management duties are transferred to other property manager during tenancy, any outstanding fees owed by Tenant at the time of transfer shall be collected via Tenant Security Deposit. New management and Tenant will work together to replenish Tenant’s security deposit.

Tenant Information. If Tenant has supplied information to Manager by means of a rental application or similar instrument, Tenant covenants that all such information was given voluntarily and knowingly by Tenant and Tenant understands and agrees that Manager’s decision to enter into this Lease with Tenant was materially affected by such information. Tenant agrees that, if such information proves to be false or misleading, Manager shall have the right to terminate this Lease by giving Tenant notice to terminate in accordance with the Oregon Residential Landlord Tenant Act.

Fees. Upon termination of the tenancy and delivery of possession, Manager shall first apply any fee to the related Manager expense as reasonably assessed against Tenant, before applying Tenant’s security deposit, if any, to that expense. Only in 2nd violation with Notice, Manager may charge a fee not to exceed \$50 each time Manager sends a notice to Tenant as a result of Tenant’s noncompliance with written rules or policies related to: (a) the late payment of a utility or service charge that Tenant owes Manager; (b) failure to clean up animal waste from a part of the Premises other than the dwelling unit; (c) failure to clean up garbage, rubbish and other waste from a part of the Premises other than the dwelling unit; (d) parking violations; or (e) improper use of vehicles within the Premises; (f) smoking in a clearly designated non-smoking unit or area of premises; (g) unauthorized animals capable of causing damage to persons or property. Additional \$50 charge plus 5% rent for 3rd subsequent violation within 1st year.

Addenda. The addenda outlined below have been reviewed and, where applicable, signed by Tenant, as part of this Lease.

- Addendum: Summary of Rent and Deposits / Deposit to Hold
- Addendum: Mold and Mildew
- Addendum: Smoke Alarm and Carbon Monoxide Alarm
- Addendum: Rules and Regulations
- Addendum: Smoking Policy
- Addendum: Animal/Pet Agreement
- Addendum: Lead-Based Paint Disclosure
- Addendum: Early Termination Acknowledgement
- Addendum: Required Insurance
- Addendum: Sight Unseen

[Signatures on following page]

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The parties have executed this Lease as of the date first written above.

Tenant(s)



MANAGER

PropM, Inc

By:

Date:

Name:

Title: Authorized Representative

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**ADDENDUM:
SUMMARY OF RENTS AND DEPOSITS / DEPOSIT TO HOLD**

Rent Charges

Monthly Rent Payment
(Due at least 14 days prior to
Move In date)
Pet Rent

Security Deposit (refundable)
(Due at lease signing date)

Held by

Please access your tenant portal for a complete view of your accounting.

The parties agree that this deposit to hold is paid for the purpose of securing the execution of a rental agreement after landlord has approved the applicant(s) for occupancy and prior to entering into a rental agreement and beginning the tenancy. If a rental agreement is executed pursuant to this agreement, landlord shall apply the deposit(s) to hold toward the moneys due under the rental agreement or refund the deposit immediately. If a rental agreement is not executed due to failure by landlord to comply with this agreement to execute, landlord shall refund the deposit to the approved applicant(s) at the landlord's customary place of business or mailing by first class mail to the address listed as the approved applicant(s) first listed current address on the application within 4 days. If approved applicant(s) change their minds and decide not to move in or back out for any reason, applicant(s) will forfeit the entire deposit(s).

 **Tenant Signature(s):**

**Landlord/Manager
Signature:**

Date:



ADDENDUM: MOLD AND MILDEW

Mold growth indoors is an issue common in damp, moist or humid environments. Mold spores naturally exist indoors and cannot be eliminated. Normally, they do not grow or reproduce on indoor surfaces and become visible and pose a problem unless a condition of excess moisture exists on surfaces. The main causes of mold growth are too much moisture generation, too little moisture removal, or cold surfaces. For example, mold often grows around windows because blinds or shades are always kept closed, thus cooling the window area and causing mold growth. Those causes of mold growth can be reduced or eliminated by simple procedures under your control. To reduce mold and mildew, Tenant agrees to the following:

Keep the indoor humidity low:

- Use bathroom fans during and for at least 30 minutes (preferably 1 hour) after showering and bathing. If no fan is available, open windows slightly for ventilation for the same amount of time.
- Use the exhaust fan above the stove whenever cooking or boiling liquids, or if no fan (or if a recirculating fan exists that does not exhaust to the outdoors), open a window slightly for ventilation during cooking or boiling.
- Use the fan in the laundry area during and for 20 minutes after using the washer (not the dryer if it exhausts outdoors), or if no fan, open a window slightly for ventilation.
- Cover fish tanks.
- Do not use unvented space heaters, such as kerosene heaters, indoors.
- Do not use your oven for space heating.
- Do not keep excess number of house plants.

Prevent cold surfaces that promote mold growth:

- Raise blinds or shades as often as possible each day (extremely important)!
- Allow at least one inch between furniture and walls to warm wall surfaces.

Keep the indoor temperature at least moderately warm during non-summer months:

- Keep heat above 60 degrees Fahrenheit at all times, as low temperatures cause mold growth.
- Do not turn off the heat in any rooms (especially bedrooms).
- Open closet doors.

Attend to spills or flooding:

- Immediately dry any water that spills or overflows from showers, tubs, toilets, sinks, etc.
- Immediately clean up and thoroughly dry any spills onto carpets, rugs or floors.

Immediately notify Landlord or Manager of any excess moisture problems:

- Immediately notify Landlord or Manager of any water leakage such as leaking plumbing, tubs, showers, toilets or windows.
- Immediately notify Landlord or Manager of any running water—plumbing, tubs, showers or toilets.

Clean regularly and thoroughly:

- If mold appears on any indoor surfaces, immediately scrub it off with soap and water (bleach is not necessary), and then rinse and dry the surface.
- Check, clean and dry window tracks and keep free from condensation buildup.
- Once you have attempted to clean mold, if it reappears or you are not able to remove it, immediately report the mold to Landlord or Manager.

Tenant breach:

- Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant property as well as injury to Tenant and occupants resulting from Tenant failure to comply with the terms of this Addendum. Tenant agrees to defend, indemnify and hold harmless Landlord and Landlord's relate parties (past and present subsidiary corporations, affiliates, successors, assigns, officers, directors, Premises Managers, agents, attorneys, employees and representatives) from claims, liabilities, losses, damages and expenses.

Remediation:

- If elevated mold levels may exist at the Premises, Tenant agrees to temporarily vacate the Premises to allow for investigation and remediation, to control water intrusion, or allow other repairs to the Premises, if requested by Landlord. Tenant agrees to comply with all instructions and requirements necessary to prepare the Premises for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Tenants responsibility. Landlord is not responsible for any condition about which Landlord neither knows of nor should have known. Tenant agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, and mold conditions in the Premises as soon as Tenant obtains them.



Read the EPA pamphlet: "A Brief Guide to Moisture, Mold and Your Home" available at <http://www.epa.gov/mold/moldresources.html>

Tenant understands and agrees that failure to do any of the actions in this Mold and Mildew Addendum shall constitute a material noncompliance with the Lease. Tenant shall be liable for all damage resulting from his/her failure to comply with this Mold and Mildew Addendum.



Tenant Signature(s):

**Landlord/Manager
Signature:**

Date:

SAMPLE



**ADDENDUM:
SMOKE ALARM AND CARBON MONOXIDE ALARM**

A smoke detection device has been installed in the Premises for Tenant's protection which is powered by
10-Year Battery
Electricity
Electricity with Battery Backup

The smoke detector(s) were tested by the Manager and found to be in working condition.

The carbon monoxide detector(s) were tested by the Manager and found to be in working condition.

Tenant is responsible for testing the device at least every six (6) months and replacing the batteries as needed. Test the device by pushing the button on the cover. This will sound an alarm if the device is working properly. If no alarm sounds, the device has a defective battery or other failure. In such case, please contact Landlord or Manager immediately as set forth below.

If the smoke detector has a hush feature, you can silence the alarm by pushing the hush button on the cover and holding it down for three (3) seconds.

Even if the smoke detector is powered by a 10-year battery, it may not last for the full 10 years. If the battery is low, an indicator will "chirp" at 30-second intervals for a minimum of 7 days. Replace the battery when chirping occurs. If the smoke detector is equipped with a 10-year battery, Tenant must replace the battery only with another 10-year battery. If the device is electric with a battery backup, use a Mallory MN1604 or Eveready 552 9-volt alkaline battery or equivalent sold at most drug, department, hardware or electronic parts stores. Never use an ordinary or heavy-duty carbon-zinc battery. A device powered by electricity without battery backup does not require any change in battery and a failure of such device should immediately be reported to Manager as set forth below.

Tenant shall not remove or tamper with a properly working smoke detector, including removing working batteries.

It is your responsibility to report deficiencies to the Manager immediately and in writing. The Manager will correct the deficiency within ten (10) days. Manager may charge Tenant a fee of up to \$250 for non-compliance and tampering with the duties of Tenant set forth herein



**ADDENDUM:
SMOKE ALARM AND CARBON MONOXIDE ALARM (Continued)**

Tenant Signature(s):

**Landlord/Manager
Signature:**

Date:

SAMPLE


**ADDENDUM:
RULES AND REGULATIONS**

1. Waterbeds and/or fish tanks over 50 gallons are not allowed.
2. Skateboards and/or roller blades shall not be used on or about the Premises.
3. The following vehicles shall not be permitted in or around the Premises and will be towed (with adequate notice if required by law) at Tenant's expense: vehicles with flats, broken windows, leaks, and/or other significant damage; any inoperable vehicles; any recreational vehicles and vehicles without current registration and/or license plates. Motor Vehicle repairs shall not be permitted on or about the Premises.
4. Balconies, terraces and porches must be maintained in a neat and attractive manner at all times. Patio furniture, plants, and permitted barbeques may be placed on balconies, terraces or porches provided they are consistent with a first-class residential dwelling. Do not hang bathing suits, brooms, mops, rugs, or any other items of any kind from the walls or railing of your balcony, terrace or porch. Do not let anything protrude from or hang over any balcony, terrace or porch railing. Do not throw anything from, or allow anything to be blown off, balconies, terraces, or porches. Secure lightweight items, including lightweight furniture. Audio speakers, birdfeeders, awnings, screens, sunshades, banners, wind chimes, indoor/outdoor carpet, mats and similar items are prohibited. No bicycles, skis, snowboards, toys, ice chests, boxes, or similar items may be stored or allowed to remain on balconies, terraces or porches.
5. Gas barbeques are only allowed on balconies, terraces and porches furnished with outdoor gas connections. Charcoal, wood, and propane barbeques, and gas barbeques without an installed gas lines, pose a safety risk on balconies, terraces and porches and are not allowed.
6. Tenant shall only use the draperies, curtains and other window coverings provided or approved by Manager.
7. The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, hair, coffee grounds, nutshells, glass, olive or fruit pits, corncobs, paper, wire, bones or non-food in the garbage disposal. Tenant shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse Manager for expenses incurred in the repair of such equipment. Portable washers or dryers not approved in writing by Manager are prohibited.
8. Please be considerate of your neighbors. Tenants are required to control the volume of stereos, televisions and musical devices within the Premises to the extent that they do not disturb your neighbors. Noisy or disorderly conduct annoying or disturbing other neighbors will NOT be permitted.
9. DO NOT use nails or screws longer than ¾" in any walls without the prior written consent of the Manager. The purpose of this rule is to avoid any inadvertent disturbance of the plumbing or electrical system. DO NOT modify any window or window frame or attach anything (including drapery rods and the like) to any window or window frame.
10. Familiarize yourself with the location of gas shutoffs, the nearest water shutoff, and your electrical breaker sub-panel.
11. Report any observed water leaks, standing water, or condensation to the Manager immediately.
12. Tenant agrees property has been provided with functioning plumbing fixtures and appliances with drains free, clear, and running. Any backups from occupancy would be from usage and would be the responsibility of Tenant at Tenant cost. If the issues is caused by a defect of the plumbing, Tenant would be required to provide notice to Landlord of plumbers proposed defect for Landlord to take corrective action.

LOCK OUT PROCEDURE

For the safety of your home, Manager will not perform lockout services. It is therefore crucial that Tenant take note of the following suggestions:

- Make sure that all appropriate occupants have their own key.
- Before leaving your home, make sure that you have your key with you.

 (Initial) In the unfortunate circumstance that you should be locked out of the Premises, you will be responsible for contacting a locksmith to gain access to the Premises and for the charges incurred by the work performed.

(Initial) If a locksmith should ever change your lock in this situation, as a Tenant you agree to contact the Manager to have your lock re-keyed.

Tenant has read and initialed the above policy regarding lock-out procedures and acknowledges that Landlord and Manager are not responsible for providing access to the Premises.

WORK ORDER PROCEDURE

1. Submit a maintenance request online through the tenant portal on the PropM Homes.com website. Your request must be submitted in writing at www.PropMhomes.com.
2. Provide photo/video of the issue with your request to assist our vendors in being able to complete the service as quickly as possible.
3. Permission to enter must be given for each occurrence.
4. This section shall not be construed to limit the Landlord's access to the Premises in the event of an emergency.
5. Manager retains those rights otherwise created and existing pursuant to State law.
6. When a maintenance request is submitted, and assigned to a vendor, the vendor will contact you by phone and provide you with a date and two-hour window when they can attend to the issue. You may choose to either 1) be present for the service work, or 2) leave a key for the vendor to access the home.
7. If you choose to be present but are not at the home during the allotted time, you will be charged a \$75 trip charge, as unfortunately, too many tenants have failed to leave a key or be present.
8. If you do not respond to the vendor call or scheduling attempts within 48 hours, the work order will be closed/canceled.
9. If the issue still requires attention, you will be required to submit a new maintenance request through your tenant portal.

CHILD SAFETY

Various state and federal laws prohibit Landlord and Manager from imposing rules and regulations which discriminate against children. THEREFORE, PARENTS AND THOSE PERSONS HAVING CARE, CUSTODY OR CONTROL OF CHILDREN ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF THOSE CHILDREN. Following are some areas of the property that may pose special dangers to children who may not be aware of the risks. This list is not meant to cover all possible dangers that may be present.

WINDOWS

- Open windows present a potential risk of falling.
- Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person from falling from an open window.
- There is a risk of serious injury or death if a person leans against a screen.
- Parents must keep their children from sitting or playing on window sills, and, for child safety, should keep windows shut and locked when children are left unattended.
- Keep furniture and other objects on which a child can climb away from windows.
- Window stops and other devices that restrict a window from opening are not provided by Landlord or Manager because of the dangers associated with fire and the requirement that occupants can escape. If Tenant desires to use such devices, they must be approved by Landlord or Manager before being installed. Tenant accepts full responsibility for the safe use of such devices.
- Do not block windows in any way that would prevent exit in the event of a fire.

USE OF APPLIANCES

- Stoves, ovens and fireplaces can cause burns and start fires if not properly used and attended.
- Hot water can cause burns if not properly used and attended.
- Children can turn on stove burners and ovens. Never place anything on stove burners or in the oven except when actually cooking.
- Never allow anything, except approved plugs, to be placed in electrical sockets.

EXERCISE EQUIPMENT

- Improper use of exercise equipment can lead to serious injury or death.
- Improper use of exercise equipment can cause serious damage to the equipment.

SWIMMING POOLS, SPAS & SAUNAS

- State laws limit the use of pools, spas and saunas by children under 14 unless supervised by an adult. All Tenants must follow such laws.

WATER

- Any location where water pools more than one inch deep poses the risk of drowning.
- Danger can be present with bathtubs, sinks, buckets, fountains, streams and ponds.

BALCONIES, DECKS & SECOND STORY WALKWAYS

- Small children can crawl through railings.
- No one should climb on or over railings.
- Throwing objects off balconies, decks and walkways can cause injury or death to persons below.
- Do not place furniture or other objects on which a child can climb near railings.
- Keep all stairways clear of debris or obstructions.
- Report any damaged or loose railings to Landlord/Manager immediately.

PLAY AREAS

- Improper use of play equipment can cause injury or death.
- Any damaged or improperly working play equipment should be reported to Landlord/Manager immediately.

PROPERTY CONDITION

Condition of Premises/Apartment Condition Checklist: Tenant(s) covenants that at the commencement of this Rental Agreement that (a) the Premises are in good, clean, habitable condition and repair, building, ground and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of landlord kept in every part safe for normal and reasonably foreseeable uses, clean sanitary and from all accumulations of debris, filth, rubbish, garbage, rodents and vermin and are devoid of any substantial defects, and (b) that Tenants(s) have not observed any visible evidence of the presence or infestation of bedbugs, insects or vermin. Ventilation, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required by landlord. It is the Tenant's responsibility to confirm the availability of amenities such as, air conditioning, garbage disposals, appliances, etc. before signing this lease.

ADDITIONAL COMMENTS

The foregoing rules and regulations are in addition to any duties created by Oregon law. These rules are to be strictly observed and will be enforced by Landlord or Manager and failure to comply with these rules may lead to termination of Tenant's tenancy. These rules have been made for their protection, pleasure, and convenience. Manager reserves the right to make such other reasonable rules as shall, in the judgment of Manager, from time to time become necessary to protect the safety, care and cleanliness of the Premises and for the preservation of good order therein.



Tenant Signature(s):

**Landlord/Manager
Signature:**

Date:



**ADDENDUM:
SMOKING POLICY**

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Manager is adopting the following policy relating to smoking on or about the Premises. The following terms, conditions and rules are hereby incorporated into the Lease.

1. PREMISES SUBJECT TO SMOKING POLICY

SMOKING PROHIBITED – ENTIRE PREMISES

Note: Smoke damage, even if smoking is allowed, will never be considered normal wear and tear.

2. DEFINITION OF SMOKING. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, vape pen or vape apparatus, cigarette, pipe, marijuana, tobacco product or any other similar lighted product in any manner or in any form.

3. IF SMOKING PROHIBITED.

3.1 (Entire Premises). Tenant agrees and acknowledges that the entire Premises has been designated as a no-smoking living environment. Tenant agrees that he/she will not smoke anywhere on or about the Premises or any portion of the Premises. Tenant will not permit any agents, contractors, guests or visitors of Tenant to do so.

3.2 Tenant agrees to inform all of his/her agents, contractors, guests or visitors of the no-smoking policy and to require any agent, contractor, guest or visitor who violates the policy to leave. Tenant is responsible for the actions of his/her agents, contractors, guests and visitors.

4. MANAGER NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT. Tenant acknowledges that Manager's adoption of a policy relating to smoking, and the efforts to designate all or some of the Premises as non-smoking, do not make Manager or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the non-smoking portions of the Premises.

5. MANAGER DISCLAIMER. Tenant acknowledges that Manager's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Premises as nonsmoking, does not in any way change the standard of care that Manager has under applicable law to render the Premises any safer, more habitable or improved in terms of air quality standards than any other rental premises. Manager specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality standards than any other rental property. Manager cannot and does not warrant or promise that the Premises will be free from secondhand smoke. Tenant acknowledges that Manager's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenants' guests. Tenants with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Manager does not assume any higher duty of care to enforce this Addendum than any other Manager obligation under the Lease.

6. EFFECT OF BREACH. Tenant understands and agrees with the terms and conditions of this Addendum and that failure to adhere to any of the terms of this Addendum will constitute both a material non-compliance with the Lease and a serious violation of the Lease. In addition, Tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

**ADDENDUM:
SMOKING POLICY (continued)**



Tenant Signature(s):

Landlord/Manager Signature:

Date:

SAMPLE

**ADDENDUM:
ANIMAL/PET AGREEMENT**

Tenant agrees to the following:

1. Only the following described animal(s)/pet(s) will reside in the Premises:

Number of Pets: Type of Pets:

Number of Service or Emotional Support Animals: Type:

No breeding of any animal is allowed.

2. Visiting animals are not allowed. This includes both short visits and overnight visits.
3. All animals must be properly licensed and have shots required by statute or regulation at all times. Proof must be provided upon request.
4. No animal with a history of aggressive, threatening or violent behavior will be allowed. Breeds with a disposition for aggressive behavior are prohibited.
5. The animal will not be allowed out of the Premises except when being carried by Tenant or when on a leash under Tenant's control.
6. The animal will not be chained or tied in any way to the exterior part of the dwelling or other structure.
7. The animal will not be allowed to use any part of the Premises for depositing waste. Should this occur accidentally, Tenant will immediately pick up the waste.
8. The animal will not be allowed to make noise or engage in threatening conduct which might disturb neighbors.
9. The animal will be kept clean. animal waste will be disposed of properly and promptly.
10. Tenant will immediately notify Landlord or Manager of any personal injury or property damage caused by the animal.
11. Any damage attributed to the animal will be paid for promptly by Tenant.
12. The maximum adult weight: _____.
13. Any additional animal or any change of animal will require a new agreement and adjustment to the pet rent, if applicable.
14. Tenant, any guest or invitee shall indemnify, defend and hold Landlord, Manager, Landlord's Agents, and employees harmless from and against any actions, suits, claims, and demands (including legal fees, costs, and expenses) arising from damage or injury to any person or property of others by any animal owned, kept, housed, or maintained by Tenant, his/her guest or invitee.
15. Mature animals only – need to be 1 year or older.
16. Picture of animal(s) required upon move in.
17. If the animal(s) is a service or emotional support animal, proper documentation must be provided to Landlord.

**ADDENDUM:
ANIMAL/PET AGREEMENT (Continued)**

This agreement is incorporated into and made a part of the Lease. A Monthly pet rent of \$ will be paid by the Tenant for the duration of the lease and all lease renewal periods. I certify that my animal has no history of aggressive, threatening or violent behavior. I agree to the above provisions. I will keep stated insurance current and will provide a copy of the declaration page at each reissuance.

 **Tenant Signature(s):**

**Landlord/Manager
Signature:**

Date:

ADDENDUM:

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE: (INITIAL)

Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(a) Records and reports available to the Lessor (check (i) or (ii) below):

- Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESSEE'S ACKNOWLEDGMENT: (INITIAL)

- (b) Lessee has received copies of all information listed above.
(c) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

https://www.fsa.usda.gov/Internet/FSA_File/pfflinyhbrochure.pdf

MANAGER'S ACKNOWLEDGMENT: (INITIAL)

Manager has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: *The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.*

LEASE AGREEMENT:
«LEASE_LEASE_AGREEMENT»



**ADDENDUM:
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(continued)**

Tenant Signature(s):

**Landlord/Manager
Signature:**

Date:

SAMPLE

Addendum:

Required Insurance
LEGAL LIABILITY TO LANDLORD INSURANCE

What You Need to Know

As a condition of our lease, we require all residents to carry liability insurance (\$100,000) for damage to the landlord’s property during the term of their lease.

To satisfy this lease requirement you have two options:

OPTION 1:

Sign up for Renters Insurance and provide proof of coverage.

Having renters Insurance not only meets your lease requirement, it also protects your personal belongings from theft or damage. If you do not currently have renter’s insurance, consider looking into a policy with your auto insurance provider for multi-line discounts.

OPTION 2:

Do nothing — you will automatically be enrolled in our Legal Liability to Landlord Insurance Program.

This is an easy and low-cost way to meet your lease requirement, but does not cover your personal belongings. You pay the monthly premium together with rent. (Details below).

Legal Liability to Landlord Insurance Program Details

POLICY COVERAGE: \$100,000 Legal liability for damage to Landlord’s property.

The coverage provided by our legal liability to landlord program meets the minimum requirements of the lease. The policy covers only your legal liability for damage to the landlord’s property (covered losses include fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump, falling objects, riot, or civil commotion) up to \$100,000.

The policy is not personal liability insurance or renter’s insurance. The policy does not cover any of your personal belongs, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If you require any of this coverage, you should contact an insurance agent or insurance company of your choice and sign up for a Renters Insurance Policy.

POLICY DETAILS: All Claims should be reported to the Property Management Company.

Our legal liability to landlord insurance policy is provided by Great American E&S Insurance Company.

For complete details visit: <http://www.appfolio.com/notice-of-insurance>

PLEASE NOTE:

You are under no obligation to participate in our legal liability to landlord insurance program.

You may satisfy the lease requirement by obtaining a personal renters insurance or liability insurance policy from an insurance agent or insurance company of your choice and providing proof of coverage (a copy of the declarations page) for the duration of your lease.

Legal Liability to Landlord Insurance Policy is underwritten by Great American E&S Insurance

Company; the agent/broker is Stern Risk Partners SRP CA License #0K41193

Initials

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Addendum: Sight Unseen Rental

Sight Unseen Rentals: We will do our best to adequately describe any of our rental units to you; however, tenants are strongly urged to personally preview their accommodations before signing a lease.

1. Should the tenant decide to rent a property sight unseen, neither PropM, Inc. nor the owner will be held responsible for any misinterpretations of problems that would have been avoided had the tenant personally inspected the property prior to the execution of the lease. PropM, Inc. makes no warranties as to the 'description' of the property.
2. All parties agree that tenants were given the opportunity to inspect the property prior to signing the lease. Residents declined to do so and chose to sign the lease property unseen for their convenience. Therefore, parties acknowledge that tenants will be fully obligated to all provisions of the lease agreement should they not take occupancy of the property.
3. Tenants agree that maintenance shall be done as required by the lease agreement and not by the preference of the residents since the tenant agreed to take the property sight unseen.
4. The tenant acknowledges that the property is only represented through statements provided in the lease and www.PropMHomes.com. The agent makes no warranties expresses or implied other than those stated explicitly in the lease agreement.

I/We agree to lease this property sight unseen and/or I/We agree the we have visited the property and accept the property as is.

Initials

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Winterization Tips for Tenants

Fall is a good time of year to begin preparing your home for the winter. As temperatures begin to drop, your home will require some low maintenance to keep it worry-free throughout the winter. Included are some easy tips on how to winterize your home.

1.) Water Lines – to prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle, especially at night when the temperatures drop.
- Disconnect and drain all garden hoses from outside faucets and store, removing them from the harsh elements if possible.
- Always know where your water main is located in case you need to shut it off in emergencies.
- Shut off the water to the exterior hose bibs.
- Insulate hose bibs with Styrofoam insulators.
- Open up all cabinet doors to allow warm air to circulate and warm the pipes.
- If you go on vacation, leave the heat on, set to at least 60 degrees.
- Sprinkler systems should be shut off and drained.

2.) Gutters and Downspouts:

- Wet leaves and debris remaining in the gutter over winter adds a significant weight and volume to the gutter when frozen and increases water build-up on the roof.
- Please report to PropM if your gutters are over-filled with debris and leaves.

3.) Chimneys and Fireplaces:

- If using a wood burner fireplace or vented gas logs, inspect the fireplace damper for the proper opening and closing.
- When not in use, keep the damper closed to prevent a draft and heat loss.

4.) Heating and Cooling Systems:

- Replace the A/C and furnace filters **EVERY** 60 days.
- This ensures the most efficient economical operation of your system. Clogged filters can inhibit the operation of the system and cause costly repairs.
- Clear obstacles from the vents so air can flow freely.
- Reverse the direction of the ceiling fans to increase energy efficiency and comfort.
- Test your smoke detectors and carbon monoxide detectors and refresh batteries if needed.

5.) Prepare an Emergency Kit:

- Buy flashlights or battery-operated lanterns for use during power shortages. Other suggestions include: battery powered radio, drinking water, pre-packaged non-perishable food, propane camp stove fuel (NOT to be used indoors), non-electric can opener, charged cell phone, tool set, first aid kit, prescription medication plan in effect and animal food if you have a animal.
- Have an evacuation plan in place.
- Know where your main water shut off is located.

6.) If vacating (moving out) during the winter months:

- Shut off the main water supply valve.
- Open all hot and cold-water faucets.
- Include tubs, showers, outdoor faucets and flush all toilets
- If you are on a well/septic system, simply drain the water tap.

Following these easy tips will help ensure your home with low maintenance during the winter months.

Initials

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Tenant Vacating Checklist

Your move is coming up quickly and we hope you are excited about your new place. The last few weeks prior to moving out are no doubt busy and hectic; however, there are some important details you will need to be aware of and take care of.

- ⇒ Please provide us the date you will be surrendering the property, along with your forwarding address.
- ⇒ All Utilities are to remain on and in your name until the final day of your tenancy or lease.
- ⇒ Oil heat is your responsibility to provide and exact tank measurement as to the level of oil remaining.
- ⇒ If Vacating in the winter months, you must set the thermostat at no less than 60 (sixty) degrees to help prevent pipes from freezing.
- ⇒ **If applicable, please check with the HOA to see if you need to schedule your move out. If you do not check, you could receive an HOA unscheduled move-out fee.**

Our goal is to return 100% of your deposit. However, many tenants fail to return the property to the same condition as when they moved in. Remember that a high level of cleaning is expected when you move out. By closely following this checklist, you will ensure you are getting the maximum of 100% of your deposit returned to you. If you need any help or have any questions, make sure you contact us and we will be happy to provide you a list of any professional services.

All Rooms	Kitchen
Any alterations you may have made must be returned to original condition unless otherwise agreed in writing.	Complete the "All Rooms" Checklist first.
Ceilings carefully brush down all cobwebs, dust, etc.	Clean, scrub oven including control panel, control knobs, racks, door, glass, broiler. *Do not use oven cleaners on self-cleaning ovens as it may damage the appliance.
Ceiling fans, light fixtures, outlets, switch plates, knobs, fans, covers, face plates, etc...	Clean hood vent, under hood vent and filter.
Clean around door knobs.	Clean drip pans. We strongly encourage you to replace all drip pans if necessary.
Replace missing or burned out light bulbs, with similar matching light bulbs.	Clean and scrub all cabinets, drawers, shelves, counter tops and face, back splash, cutting board.
Clean all doors, trim and baseboards.	Clean and scrub refrigerator and freezer inside and out. Including grill work on front, bottom and underneath. Replace filter if it has one.
Clean all window sills, window tracks, sliding glass door tracks.	Leave refrigerator running, please do not disconnect or turn off.
Clean inside all closets, shelves and wipe rods.	Clean and scrub microwave inside and out.
Clean cabinets, face and shelves.	Clean and scrub dishwasher inside and out, including around the edges of the dishwasher door.
Clean drawers, inside and out.	Clean and scrub sink and faucet.
Clean stair rails and ledges.	Garbage Disposal should be running and free of debris.
Gently wipe walls as needed to remove smudges, handprints and dirt.	Clean and scrub and food, grease, smoke etc from kitchen blinds, walls, hood, etc.
Small nail holes should be left as is. More than 5 holes in any wall if beyond normal wear and tear and will need to be repaired by a professional. Larger holes, molly bolts, screws is considered beyond normal wear and tear and will be repaired by a professional at your cost. Minimum charge of \$75 to repair each wall back to original condition.	Living Room / Dining Room / Family Room / Bedrooms
Clean blinds and remove all debris, dust from each blind.	Complete the "All Rooms" Checklist.
Clean interior windows and screens up to eight (8) feet.	
All window treatments such as curtain rods, shades, blinds which were provided or included with property must be cleaned and left in good working condition.	Bathrooms

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Vacuum and clean all heat/cool vents, returns and air registers.	Complete the "All Rooms" Checklist.
Clean out and sweep/vacuum fireplace, clean fireplace screen and glass.	Clean toilet inside and out, front, back, sides and behind.
Sweep and mop rooms.	Clean and polish mirrors.
All smoke detectors and carbon monoxide detectors must be working with working lithium batteries installed.	Clean and scrub counters and front of counters.
Carpet Cleaning, must be done by professional truck mounted carpet cleaning service. IF the cleaning is not up to Owner/Agent's standards, carpets will need to be re-cleaned at your cost. We are happy to provide a list of preferred professional carpet cleaners.	Clean tub and shower to remove all soap scum.
	Clean caulk and grout.
Utility / Laundry Room / Mud Room	Clean walls, ceilings, doors and floors to remove spots, water residue.
Complete "All Rooms" Checklist.	
Clean washer inside and out, along with control panel, knobs, agitator including where softener opening is and around lid and under lid.	Garage
Clean dryer inside and out, control panel, knobs, lint trap, door edges.	Sweep floor, soak and wipe up an oil drips or spills in garage and driveway.
Wipe down / dust water heater and furnace.	Wipe down, dust, clean water heater and furnace.
Clean counters, utility sink, shelves.	Clear garage and attic of any personal belongings and debris. Do not leave your stuff behind.
Clean cabinets and drawers inside and out.	Clean and empty garbage cans and recycle bins, leave in garage.
Change furnace filters as necessary.	Change any furnace filters which have not been changed in past 30 days.
Grounds	Clean interior windows up to eight (8) feet.
If you are responsible for yard care:	
Mow and edge as necessary.	
Remove weeds from flower beds, cracks in driveway, etc.	
Rake leaves.	
Sweep patio(s) decks, driveways and sidewalks on property.	
Remove any personal items, chairs, tables, etc.	
Remove and dispose any and all animal waste.	

Keys:
All keys, (garage door openers to be left at property on kitchen counter), parking passes, etc must be returned to our office in person. Keys cannot be mailed. Our office is open 365 days per year from 8:30 am – 5:30 pm. We do offer a lit, video recorded drop box located at the back of the building.

Note: The property manager will inspect the property only after you surrender the property and return the keys to our office. By returning the keys to us, you are surrendering possession of the property. This marks the official clean up and move out is finished and allows PropM, Inc to proceed with the turnover and inspection. Rent will be charged until the keys are returned. We do not schedule out Move-Out Inspection with the Resident.

I/we agree any belongings I left behind after my vacate day will be abandoned and the property manager at my cost can remove them, haul them away and dispose of them at my charge. **(Please make this sentence a section where the tenants initial)**

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Security Deposit:

A final inspection will be conducted and documented after you surrender possession of the property.

As per law, we have 31 days to send your security deposit accounting beginning the day your lease expires and/or you return the keys, whichever is later, officially surrendering possession of the property. Reminder to provide us with your forwarding address.

Mail Forwarding:

If tenant requests property manager to check mail after vacate date there will be a \$50 fee plus cost of forwarding charged to tenant.

Estimated Cost Sheet

Prior to your move in, the property was professionally cleaned and inspected. Any carpets were professionally steam cleaned. Upon move out, the unit is required to be in the same clean condition.

After move out, the below items will be thoroughly inspected and considered with respect to possible deductions from your security deposit. The prices are approximate costs and are subject to change without notice. Final Deductions will be based on the actual cleaning or repair costs incurred by the Owner/Agent from the respective contractor. Receipts will be provided.

Further, PropM, Inc. in no way looks to profit from move outs. We are 100% committed to charging the fair costs to restore the property to its move in condition.

Haul trash, debris and garbage away.	\$210 plus dump fee minimum charge.
Clean stove.	\$50.00 minimum charge.
Clean refrigerator.	\$50.00 minimum charge.
Clean mini blinds, vertical blinds, window treatments.	\$12.00 per blind minimum charge.
Clean, sweep, mop uncarpeted floors.	\$27.50 per room minimum charge.
Clean bathroom.	\$27.50 to \$55.00 minimum charge.
Vacuum all carpets.	\$27.50 minimum charge.
Clean all mirrors, cabinets, drawers and shelves.	\$27.50 per room minimum charge.
Washing walls. (difficult stains will be calculated by hour)	\$27.50 minimum charge,
Replace burned out or missing light bulbs with matching light bulbs.	\$5.00 each, plus minimum trip charge of \$75.00
Flea/Tick control.	\$200.00 minimum charge.
Replace dirty AC/Heat filters.	\$75.00 minimum charge.
Remove animal waste (No animal waste is normal wear and tear)	\$100.00 minimum charge.
Mow and trim lawn if applicable.	\$75.00 minimum charge.
Weed and mulch beds.	\$75.00 minimum charge.
Clear all clogged drains.	\$75.00 minimum charge.
Deodorize home.	\$200.00 minimum charge.

Minimum service charge of \$75.00 per hour.

Painting:

Interior paint is expected to last a minimum of five (5) years. If the property was freshly painted when prior to the beginning of your lease, and painting is required on your move out, you will be charged according to the following scale:

- You will be charged 100% of the cost if you lived at said premises less than eighteen (18) months.
- You will be charged 75% of the cost if you lived at said premises from nineteen (19) to thirty (30) months.
- You will be charged 50% of the cost if you lived at said premises from thirty-one (31) to forty-eight (48) months.
- You will be charged 25% of the cost if you lived at said premises from forty-nine (49) to sixty (60) months.

If the property was not freshly painted prior to your occupancy, you will be charged the pro-rated amount from the date of last painting. Note: Touch up no longer works in painting, entire walls need to be painted as the paint fades and touch ups are an eye sore as the paint on the walls fades over time.

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All walls will be patched, textured and painted at Tenant’s expense if any of the following conditions are present upon move-out:

- If a wall has 5 or more standard size finish nail holes in it
- If there are any holes larger than a finish nail, such as a sheetrock anchor, molly screw, large screw, bolt, etc.
- If shelves, electronics or equipment is hung on or attached to the wall.
- Any scuffs, or furniture marks larger than 3 inches which cannot be removed by cleaning.
- Any damage to sheetrock, wallpaper, texture due to the use of adhesive, moving or missing door stops etc.
- **PropM, Inc. does not authorize Tenants to paint.**

Carpeting:

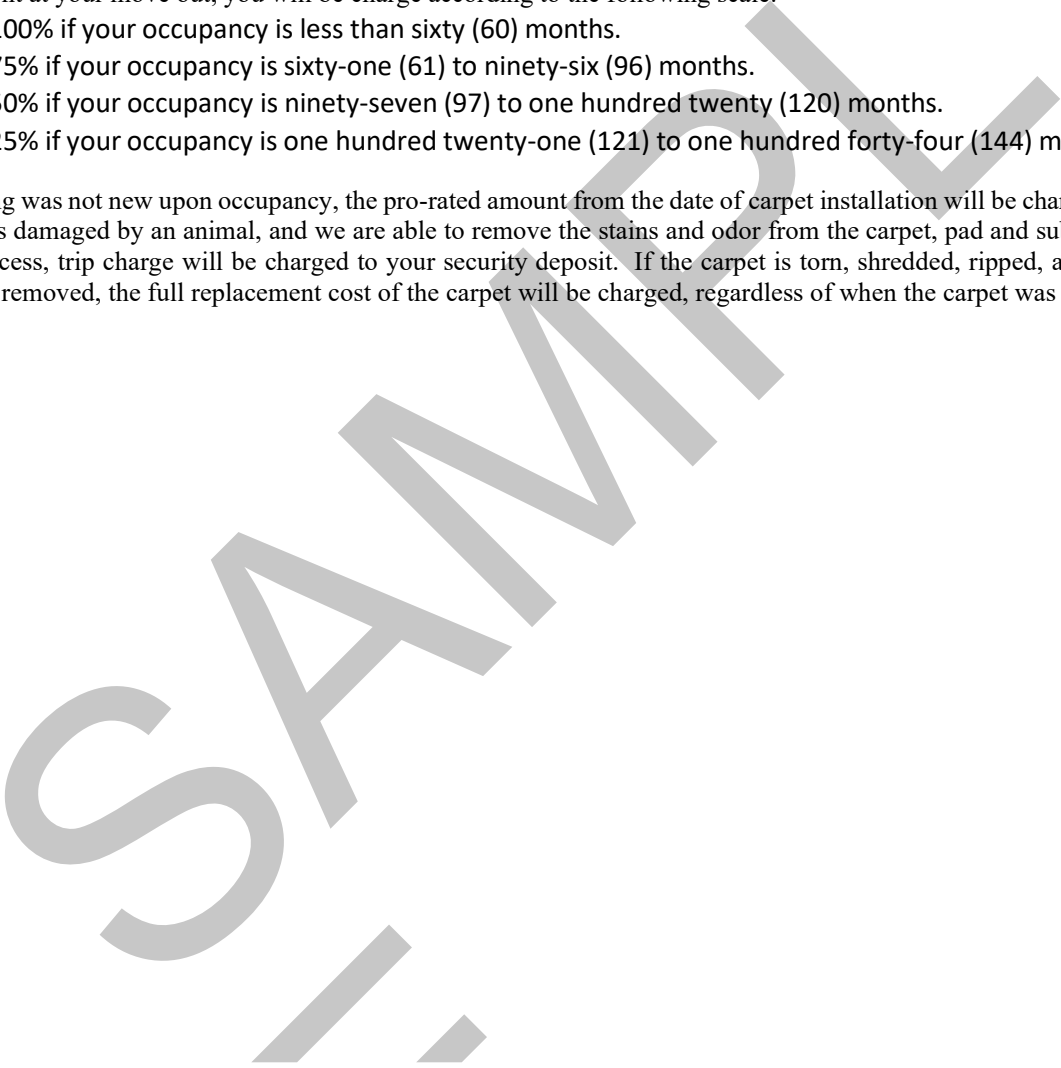
Cleaning, as per state required law, the Owner/Agent may deduct the cost of the carpet cleaning from your deposit. If it does not appear to be cleaned according to the Owner/Agent, it will need to be professionally cleaned. If you hired a professional, truck mounted, carpet cleaner prior to move out, you must provide a legitimate receipt and contact information form the company who performed the services. Owner/Agent reserves the right to re-clean if deemed necessary.

Carpet Replacement: Carpet is expected to last ten (10) years or longer. If the carpeting was new when you moved in, and it needs replacement at your move out, you will be charge according to the following scale.

- 100% if your occupancy is less than sixty (60) months.
- 75% if your occupancy is sixty-one (61) to ninety-six (96) months.
- 50% if your occupancy is ninety-seven (97) to one hundred twenty (120) months.
- 25% if your occupancy is one hundred twenty-one (121) to one hundred forty-four (144) months.

If carpeting was not new upon occupancy, the pro-rated amount from the date of carpet installation will be charged.

If carpet is damaged by an animal, and we are able to remove the stains and odor from the carpet, pad and sub flooring, the actual cost of the process, trip charge will be charged to your security deposit. If the carpet is torn, shredded, ripped, and/or the stains and odor cannot be removed, the full replacement cost of the carpet will be charged, regardless of when the carpet was installed.



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